

Limit of liability

1. By entering or participating in the Contest, Contestants agree to be bound by these Official Rules.
2. The U.S. Government will not be responsible for any claims or complaints from individuals in photographs submitted should these photographs be published or exhibited. Participants guarantee that they have the right to submit their entries and have obtained any necessary permissions. If a third party files a claim or complaint, all ensuing responsibilities, including costs, rest solely on the participant.
3. The U.S. Government is not responsible for any computer system, hardware, software, or programming malfunctions or other errors, failures, or delayed computer transactions or network connections that are human or technical in nature. The U.S. Government is not responsible for lost, misdirected, misplaced, mishandled, corrupted, or incomplete entries or any act, failure to act, or delay regarding the transmitting or processing of entries or the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information. The U.S. Government is not responsible for: (1) any incorrect or inaccurate information, whether caused by contestants, or by any of the equipment or programming associated with or utilized in the contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software or the internet; (3) unauthorized human intervention in any part of the entry process or the contest; or (4) technical or human error which may occur in the administration of the contest or the processing of entries. Further, if, for any reason, the contest is not capable of running as planned by reason of infection by virus, bugs, worms, trojan horses, other disabling routines or programs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the U.S. Government, may corrupt, impact or affect the administration, security, fairness, integrity or proper conduct of this contest, the government reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the contest, and select the winner for the contest, from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by the government. The government does not control, nor can control, the flow of data to or from internet service providers, telecommunications providers, and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions caused by such third parties may produce situations in which a party's connections to the internet (or portions thereof) may be impaired or disrupted and sponsors cannot guarantee that such events will not occur. Accordingly, the government disclaims any and all liability resulting from or related to such events. The government shall not be liable to contestant or any other third party for any claims or damages that may be suffered by contestant or any such third party including, without limitation, any and all losses or damages of any and every nature, resulting from the loss of data, inability to access the internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-delivery, or service interruptions whether or not caused by the fault or negligence. The government shall not be responsible for the web site's not being accessible on the internet due to

circumstances not in the direct control of the government such as, without limitation, the other party's equipment capabilities, limitations or internet service provider limitations. The government shall not have any responsibility or liability for unauthorized dissemination of any data, whether as a result of defeat of data security, misappropriation or misuse of passwords, or any other cause not in the direct control of sponsors. The government and contestant expressly acknowledge and agree that the limitations and exclusions contained herein represent the parties' agreement as to the allocation of risk among the parties in connection with the government's obligations under these rules. The prizes awarded by the government to the winning contestants reflect this allocation of risk and the exclusion of consequential damages notwithstanding that any exclusive remedy shall fail of its essential purpose or otherwise be unavailable.

4. By participating in this contest, you agree to release and hold harmless the U.S. Government, its employees, agents, and associated companies and organizations from any and all damages, injuries, claims, causes of action or losses of any kind resulting from your participation in this contest, including infringement of intellectual property rights. The United States Government, its employees, agents, and associated companies and organizations assume no responsibility or liability for any damages, claims, causes of actions, or losses of any kind arising in whole or in part from this contest, including, but not limited to, any injury, loss, damage, whether direct, indirect, compensatory, special, exemplary, incidental or consequential, or other economic loss, to any person, including death and damages to all property (both tangible and intangible), arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize related activity, or any travel related to the Contest or any travel for any prize related activity.